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Buchi, 72 N. J. Eq. 492 (right to lay oil pipes); *cf. Davis v. Tway*, 16 Ariz. 566; or "a license coupled with a grant," *Penman v. Jones*, 100 Atl. 1043 (right to dig and remove coal); *cf. Caldwell v. Fulton*, 31 Pa. 475; or "coupled with an interest," *Ingalls v. St. Paul etc. Ry.*, 39 Minn. 479 (to enter and remove chattels). For an exhaustive discussion of the confusion in terms and faulty analysis in easement and license cases see 27 YALE L. JOUR. 66. See also 7 COL. L. REV. 536; 14 MICH. L. REV. 259; 7 MICH. L. REV. 605; 13 MICH. L. REV. 401.

EVIDENCE—INTOXICATING LIQUORS—ADMISSIBILITY OF UNPROVED NOTE.—In a prosecution under the Alabama prohibition law, the state was allowed to show that officers found the following note on top of some cases of beer in the possession of the defendant: "Frank, please put this in the lounge and make Elvira burn the boxes and go to sleep and don't talk. B." The name of the defendant was Ben. *Held*, the note was improperly admitted in evidence, since there was no proof that it was written or authorized by the defendant. *Ex parte Edmunds*, (Ala., 1919) 89 So. 93.

The rule followed in the principal case has the approval of text writers and courts. 3 WIGMORE, EV., § 2130; 1 GREENLEAF, EV. [16th ed.], 680; *Stamper v. Griffin*, 20 Ga. 312; *Langford v. State*, 9 Tex. App. 283; *State v. Grant*, 74 Mo. 33. If there had been proof of the handwriting of the note it would presumably have been admissible. *Burton v. State*, 107 Ala. 108. Such evidence would, if proved, be admissible irrespective of the method by which it was obtained. *People v. Trine*, 164 Mich. 1. A distinction is made in the principal case and elsewhere between papers and other property seized, (*State v. Krinski*, 78 Vt. 162), the theory being that the writing without proof of identity is legally non-existent. *Stamper v. Griffin*, *supra*. Courts do not always observe this distinction. In a recent Alabama case the state was allowed to prove by parol evidence the contents of an unproved writing similar to the one in the principal case. *Johnson v. State*, 78 So. 716. It was said in *Sigfried v. Levan*, 6 Serg. & R. (Pa.) 308, 312, "* * * if there be any fact or circumstance tending to prove the execution, or from which the execution might be presumed, then like other presumptive evidence, it is open for the decision of the jury." It is submitted that a fair construction of the circumstances would make the note a part of the whole transaction and presumptively part of the instructions given by the defendant to his confederate.

GIFTS—ORDER IN BANK BOOK NOT EVIDENCE OF GIFT OF BANK DEPOSIT—NO DELIVERY SHOWN.—R sold land to H, agreeing to take in part payment thereof a deposit in a bank, and requested the purchaser to make the account payable to himself or M or the survivor of either of them. H executed the order and delivered the book and order to R or to R and M, by placing it on a table in their presence. M was later seen with the book but shortly afterwards it was returned to R in whose possession it remained until his death. In an action by R's executors against the bank and the alleged donee, *held*, no valid gift *inter vivos* to M was created since there was neither a sufficient showing of R's donative intent nor a valid delivery. *Rice et al v. The Bennington County Savings Bank et al*, (Vt., 1920) 108 Atl. 708.